

# EXHIBIT “B”

**Settlement Agreement  
Between  
The United States of America  
And  
The Davis School District**

**INTRODUCTION**

In July 2019, the United States Department of Justice, Civil Rights Division, Educational Opportunities Section, and the Office of the United States Attorney of the District of Utah (collectively, United States), initiated an investigation under Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000c *et seq.* (Title IV), into complaints of harassment and discrimination on the basis of race and color in Davis School District in Utah (the District). These complaints alleged that the District responded inadequately to known student-on-student and staff-on-student racial harassment, subjected Black students to discriminatory discipline, and denied Black students the ability to form and maintain student groups. Under Title IV, the United States is authorized to address complaints that a school board has denied students equal protection of the laws based on race and other protected classifications. 42 U.S.C. § 2000c-6. After conducting a thorough investigation, the United States notified the District on September 15, 2021 of the United States' determination that the District had failed to respond appropriately to known harassment of Black and Asian-American students, including frequent racial slurs and epithets, threats of violence, and physical assault by staff and students. The United States also found that the District disciplined Black students more harshly than their similarly situated white peers and denied Black students equal opportunities to form student groups. In sum, the District ignored a District-wide racially hostile environment and deprived students of equal protection based on race and color.

The United States and the District (collectively, the Parties) enter into this Agreement to resolve the United States' findings. The Parties consent to the terms of the Agreement, which includes the Addendum and Appendices.

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## **DEFINITIONS**

**For purposes of this Agreement, the following definitions apply:**

- **“Discipline”** refers to any student consequences administered by District staff for student behavior, such as an infraction of a Student Code of Conduct.
- **“Racial harassment”** is unwelcome conduct based on a student’s race or color that may include the use of derogatory language (such as racial epithets or jokes) including in images, graffiti, pictures, drawings, notes, electronic mail, social media or electronic postings, or phone messages. Racial harassment can also include intimidation, threats, unwanted physical contact, or physical violence. Racial harassment need not include intent to harm, be directed at a specific person, or involve repeated incidents.
- **“Hostile environment”** exists when harassment is objectively offensive and sufficiently serious that it interferes with or limits a student’s ability to participate in or benefit from the services, activities, or opportunities in the educational program.
- **“Parent”** refers to either or both biological or adoptive parent(s) of a student, a student’s legal guardian, or other person legally responsible for a student under state law.
- **“Staff”** includes persons employed by or serving in the District in any capacity including, but not limited to, administrators, administrative interns, teachers, librarians, cafeteria workers, lunchtime monitors, recess monitors, reading partners or tutors, ground duties, teachers’ assistants, bus drivers, and school resources officers (SROs).
- **“Student group”** refers to school-based organizations or clubs led by students or a staff sponsor.

## **TERMS OF THE AGREEMENT**

### **I. GENERAL**

1. The District will take all necessary and reasonable steps, consistent with Federal law, to end racial harassment, prevent its recurrence, eliminate any racially hostile environment that currently exists in its schools, programs, and activities, and remedy its effects. The District will not discriminate on the basis of race when enforcing student discipline codes and referring students to law enforcement. The District will ensure Black students have the same opportunity as other students to form and maintain student groups.

2. The District will identify and hire one or more third-party Consultants (Consultant) agreed upon by the Parties to assist the District to comply with Federal law and this Agreement. Unless otherwise approved by the United States, the District will work with the Consultant for the duration of the Agreement. The Consultant must have experience in reviewing harassment policies and procedures, analyzing and addressing discipline disparities, and creating trainings to help staff identify, investigate, report, and appropriately respond to incidents of student-on-student and staff-on-student racial harassment or other racial discrimination. The Consultant may recommend that the District retain additional experts or trainers where needed to meet the requirements of this Agreement and Federal law.

3. The District will develop a Request for Proposal for a Consultant (Consultant RFP) in accordance with state procurement laws and regulations and District policy. The District will provide the Consultant RFP to the United States by October 22, 2021. The United States will provide any suggested revisions by October 27, 2021. The District will incorporate the suggested changes to the Consultant RFP and will publish the Consultant RFP on October 29, 2021, with responses due by November 24, 2021.

4. The District will complete technical and written reviews of the Consultant RFP proposals by December 2, 2021, and will compile a list of candidates the District intends to invite for an oral presentation to the District by December 6, 2021.

5. The District will send the list of candidates to the United States, along with each candidate's Curriculum Vitae and a short description of the candidate's experience with the duties described in Paragraph 2. If the District proposes to use more than one Consultant to fulfill the terms of this Agreement, the District will delineate the responsibilities for which each Consultant is responsible, including references to the applicable paragraphs in this Agreement.

- a. If the United States needs additional information about a candidate, including the opportunity to speak with the potential Consultants about their qualifications, the United States will notify the District within 7 days and the District will respond within 7 days of the United States' request.
- b. The United States will either approve or object in writing to the District's proposed candidate(s) within 7 days of receipt of the list of candidates or receipt of requested additional information (if applicable). If the United States' objects, the District will propose additional candidates within 14 days of notice of the United States' objection.

- c. On December 13, 2021, the District will invite candidates approved by the United States to provide an oral presentation to the District. Within five days of the oral presentations and prior to selecting the final candidate, the District will notify the United States of its proposed selection, and the United States will notify the District if it has an objection. If the United States has no objection, the District will select the final candidate(s) to be the Consultant by December 20, 2021. The Consultant will officially begin work with the District by January 10, 2022.
- d. The Parties understand and agree that the deadlines in Paragraph 5.c. may be delayed for the United States' review and approval process described in Paragraphs 5.a. and 5.b.

6. The District will execute a Memorandum of Understanding (MOU) with each Consultant describing how the Consultant will help the District implement the specific provisions of the Agreement, including by meeting applicable deadlines. At least 21 days prior to executing the MOU (which may be executed after the Consultant has begun work for the District), the District will provide a copy to the United States for review and comment. Each MOU will last the duration of the Agreement unless otherwise agreed by the Parties. The MOU will indicate that the District will provide all information and access necessary to allow the Consultant to assess the District's policies, practices, trainings, staffing qualifications, and District and school culture, and to develop a plan to bring the District into compliance with this Agreement and Federal law.

7. For the duration of this Agreement, the District may retain additional or alternative Consultants, mutually agreed upon by the Parties, to assist in the implementation of this Agreement, subject to the requirements in Paragraphs 2-3 and 5.

## **II. OFFICE OF EQUAL OPPORTUNITY**

8. By July 1, 2022, the District will create a new department (referred to in this Agreement as Office of Equal Opportunity or OEO) to receive, investigate, and resolve complaints of student-on-student and staff-on-student racial harassment or other racial discrimination and to address any hostile environment related to or arising from such harassment. The OEO will oversee the District's handling of such complaints, conduct outreach to parents, and educate students and train staff on preventing harassment and discrimination and the District's related policies and procedures.<sup>1</sup>

9. Consistent with Paragraph 10 and in partnership with its Consultant, the District will designate or hire a Director to oversee OEO and to carry out the duties described in this Agreement. The Director of OEO will report to the designated Assistant Superintendent described in Paragraph 25. Candidates considered for the Director position must have specialized training and experience in successfully identifying, investigating, and resolving incidents of student-on-student and staff-on-student harassment; addressing discriminatory policies and practices; and facilitating trainings on creating safe, harassment-free school environments. The selected candidate should have experience reviewing and analyzing discipline data; creating and overseeing remedial plans to

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<sup>1</sup> While this Agreement relates to racial harassment and other racial discrimination, nothing in the Agreement precludes the District from expanding the central reporting system (*see* Section III), the OEO (*see* Section II), and the District and School Equal Opportunity Coordinator roles (*see* Paragraphs 13-15), to cover additional protected classes and other forms of harassment and discrimination.

redress a hostile environment; and overseeing school-based practices to ensure students have equal access to opportunities. The District may require additional experience as necessary.

10. The District will follow its standard hiring process in hiring a Director with the following timeline:

- a. Develop a job description, in consultation with the Consultant, and provide that description to the United States by January 14, 2022, for review and approval;
- b. Post the job description by January 28, 2022;
- c. Create a hiring committee and establish hiring criteria;
- d. Review applications, select applicants to interview, and submit a list of candidates to the United States for review and comment by February 18, 2022;
- e. Interview applicants by March 4, 2022. The District may interview applicants a second time, if necessary;
- f. The District will request that the Director begin employment on or about April 25, 2022;
- g. The Parties understand and agree that the deadlines in this paragraph may be delayed if the United States requires more time for its review and approval process.

11. By December 1, 2021, the District will assemble a committee (OEO Committee) to work with the Consultant on the tasks described in Paragraph 12. The OEO Committee will include members of the existing District Equity Committee, District employees, and at least one School Board member. The OEO Committee will be led by a District Equity/OCR Compliance Officer, who will also be the liaison with the Consultant. The District will provide to the United States for review and approval the names, organization, and position of proposed OEO Committee members by November 12, 2021. The United States will raise any concerns with the District by November 19, 2021.

12. During the 2021-2022 school year, the OEO Committee, in consultation with the Consultant, will oversee and further the District's efforts to: develop an electronic system for reporting and responding to complaints of racial harassment and discrimination as described in Section III of this Agreement; improve culture, climate, and community engagement as described in Section V of this Agreement; develop policies and procedures as described in Section VI of this Agreement; and implement training and professional development as described in Section VII of this Agreement.

13. By March 1, 2022, the designated Assistant Superintendent described in Paragraph 25, in consultation with the Consultant and OEO Committee, will designate or hire at least three, full-time District-level staff members to work in OEO to oversee the District's compliance with this Agreement and Federal law (District Equal Opportunity Coordinators or District Coordinators). After providing appropriate training, the District may elect to transfer current Compliance Officers to serve as District Equal Opportunity Coordinators supervised by the OEO Director. If, over time, the Director or Consultant determines that additional staffing resources are needed, the District will either transfer or hire additional staff to ensure compliance with this Agreement and Federal law.

14. District Equal Opportunity Coordinators will investigate, respond to, and oversee handling of complaints of racial harassment and other racial discrimination affecting students. The District will develop procedures to determine which student-on-student complaints should be investigated by a District Coordinator or a School Coordinator (*see* Paragraph 15). The District's Department of Human Resources will investigate staff-on-student complaints in collaboration with the Director of OEO and District Coordinators.

15. By July 1, 2022, the District will designate 30 School Equal Opportunity Coordinators (School Coordinators) who will work closely with OEO staff to investigate and respond to all complaints of student-on-student racial harassment and other racial discrimination (including discriminatory discipline) that are not elevated to a District Coordinator (*see* Appendix C). The District will select elementary and secondary school staff members who have demonstrated a commitment to racial equity and have effectively addressed incidents of racial harassment or other racial discrimination within their schools. Elementary School Coordinators will oversee handling of complaints at no more than 4 elementary schools. Secondary School Coordinators will oversee handling of complaints at no more than 3 junior high or 2 high schools.

- a. Before selecting School Coordinators, the District will submit its recommendations for each position to the United States for review and comment.
- b. Selected staff will assume School Coordinator duties in addition to their existing job duties, and the District will allocate an annual stipend to each School Coordinator. The term for School Coordinator will be at least two years.
- c. The specific duties of the District Coordinators and School Coordinators are outlined in Appendix C.

16. Within 60 days of hiring its Consultant and no later than February 15, 2022, the District and its Consultant will draft and send to the United States for its approval a detailed plan with a proposed timeline for creating OEO, description of the Office's mission and goals, proposed allocation of responsibilities over complaints, list of current staff members who will be moved to OEO (if any), recruitment plan for identifying candidates for the District and School Coordinator positions, and qualifications for each position and role (OEO Launch Plan). The United States will review and comment on the District's plan. If the District does not adopt the United States' recommended changes, it will provide a written explanation.

17. Until the policies, procedures, and systems outlined in Sections III and VI of the Agreement have been adopted and implemented, the District will take immediate steps to ensure a prompt and equitable response to racial harassment and other discrimination, including: training for students, staff, and administrators on how to report and respond to racial harassment and other discrimination; interim procedures for responding to and tracking incidents of racial harassment and other discrimination; and accountability mechanisms (Interim Plan). The District will submit its Interim Plan to the United States for review and comment by November 1, 2021.

### **III. REPORTING AND RESPONDING TO COMPLAINTS OF HARASSMENT AND DISCRIMINATION**

18. By April 30, 2022, the District will develop a central electronic reporting/complaint management system to receive, track, and manage all complaints or reports of racial harassment and other racial discrimination, including complaints made through SafeUT, to SROs, and race-based



incidents recorded in the context of discipline entries (e.g., when a student is disciplined for fighting and the student describes racial harassment preceding the fight). By the start of the 2022-2023 school year, the District will use this system to record its response to such complaints and communications with complainants, witnesses, and staff or students alleged to have engaged in harassment. The central reporting system will: integrate the District's student information system to allow for inter-departmental coordination; generate data and reports; allow users to create timelines to guide the District's responses to complaints; track staff's compliance with District complaint response procedures; and generate letters to complainants, witnesses, or students or staff alleged to have engaged in harassment notifying them of the District's findings and conclusions. The District will ensure that the central reporting system complies with the Americans with Disabilities Act and the Family Educational Rights and Privacy Act.

19. The District will deploy a complaint portal linked to the central reporting/complaint management system that allows individuals (including parents, students, staff, and community members) to submit complaints of discrimination and harassment electronically. The complaint portal must be accessible from links on District and school websites, by computer or mobile device, and must be accessible to students and families with disabilities or limited English proficiency.

- a. The complaint portal will request information about the complainant, the student subjected to the racial harassment, and the students or staff alleged to have engaged in harassment, including names, grades or position/title (if applicable), school, and race/ethnicity. The complaint form will also request the names of witnesses; when the alleged conduct took place and if it is ongoing; the location(s); the names and position/title of any District staff with knowledge of this incident or previous incidents involving the same student(s); whether the complainant or student subjected to the harassment fears retaliation and if so, from whom; and a description of the conduct/events.
- b. The system will accept and the District will respond to anonymous and incomplete reports, but the District will encourage complainants to share their names and the names of those involved to ensure the District is able to effectively investigate and respond.

20. Within 10 days of receipt of a complaint, the designated District or School Coordinator will enter a detailed summary of actions taken in response to the complaint into the central reporting system, including, but not limited to: a summary of interviews with the staff or students alleged to have engaged in harassment or the student subjected to the harassment; names of witnesses and a copy of witness statements; a summary and copies of physical or electronic evidence (e.g., screenshots, security video footage); the outcome of the investigation (e.g., whether the harassment occurred); and the remedial or disciplinary response (if any).

21. The District will maintain all records of complaints of student-on-student and staff-on-student racial harassment, including all electronic and paper records, for at least five years from the date of the complaint. The District will update its document retention policy accordingly and disseminate the updated policy to all school staff.

22. The District will develop procedures to timely, appropriately, and effectively respond to each complaint consistent with this Agreement and Federal law (Complaint Procedures). This will include procedures to monitor the central reporting system and notify relevant staff. With input

from its Consultant, the District will submit the Complaint Procedures to the United States for review and approval by March 31, 2022. The Complaint Procedures will require, at a minimum:

- a. OEO Director and the District Coordinators to receive automated copies of every complaint;
- b. Other relevant staff and departments to receive automated copies of complaints;
- c. At least one District Coordinator assigned to oversee handling of each complaint filed in the central reporting system;
- d. A process for assigning complaints to a School Coordinator or District Coordinator to investigate consistent with the duties in Appendix C; and
- e. For complaints that allege harassment or discrimination based on race and another protected class, coordination between the District Coordinator and the appropriate compliance officer(s) to address the other allegations.

23. The Complaint Procedures will include procedures to identify incidents of racial harassment in District schools that occurred since August 2017 that staff categorized as other forms of misconduct (e.g., profanity). These procedures will include a process for reviewing, at a minimum, discipline data, police reports filed against staff members with SROs or local police departments, SafeUT reports, and other student information databases. The procedures will also specify that every incident of racial harassment identified through this process will be reported to the Director of the OEO and District Coordinators, and if the incident involves staff, the Director of Human Resources, who will promptly, appropriately, and effectively respond and take corrective action to ensure future incidents of racial harassment are reported in the central reporting system.

24. Starting in October 2021 and then monthly throughout the 2021-2022 school year, the District Equity/OCR Compliance Officer will meet separately with the Elementary and Secondary School Directors and the Director of Human Resources to review student-on-student and staff-on-student racial harassment complaints, respectively, received in the previous quarter. Starting in September 2022 and then quarterly thereafter, these meetings will take place with the Director of OEO, the District Coordinators, and the Consultant. Participants in these quarterly meetings will discuss: promising practices, trends in harassing conduct (e.g., specific groups subjected to harassment, repeat staff or students alleged to have engaged in harassment, repeat students subjected to harassment, type or location of harassment); concerns with the effectiveness and impartiality of investigations or the District response; need for additional student support or staff training; retaliation concerns; and any accessibility barriers to students, parents, and staff using the reporting system. The Director of Human Resources will refer staff to the ACT disciplinary committee as appropriate.

25. Starting in October 2021, the District Equity/OCR Compliance Officer will meet with a designated Assistant Superintendent each month of the first year of the Agreement, and quarterly thereafter, to assess the District's progress in implementing the terms of this Agreement. Starting in September 2022, these meetings will take place with the Director of OEO and the District Coordinators. The OEO Director and District Coordinators will summarize the practices, trends, and concerns raised during the meetings described in Paragraph 24 and discuss any needs for additional assistance or resources. The District will document the substance of these meetings through agendas and meeting notes and retain such documents for the duration of the Agreement.

26. At the conclusion of each school year, the District will assess the effectiveness of its anti-harassment and non-discrimination efforts (Effectiveness Assessment Report). The Assessment will be conducted by the Director of OEO and the Consultant and will include analysis of whether the District has made any progress on the items identified in Appendix B. The Assessment will also include steps the District will take to improve its effectiveness in the next school year.<sup>2</sup> The District will submit the Report to the United States by July 1 each year.

#### **IV. NOTICE ON ANTI-HARASSMENT AND NON-DISCRIMINATION**

27. Within 30 days of the effective date of this Agreement, the Superintendent and School Board will issue a District-wide notice to all students, parents, and staff stating the District's commitment to creating and maintaining a safe and welcoming environment for all students that is free from harassment and discrimination. The notice will describe the District's duty to promptly and appropriately investigate and resolve any complaints of discrimination, including harassment on the basis of race, and will require staff and encourage students and parents who believe a student was subjected to racial harassment or other racial discrimination to file a complaint or report it to the District Equity/OCR Compliance Officer. The notice will also include a link to this Agreement and a summary of the Agreement (Agreement Summary), which will be posted on the District website. Within 7 days of the effective date of this Agreement, the District will submit this notice to the United States for review and comment. The United States will approve or provide any edits or comments within 14 days of receipt.

28. Within 7 days of the start of each subsequent school year, in collaboration with the Consultant, the Superintendent and School Board will issue a District-wide notice to all students, parents, and staff stating the District's commitment to creating and maintaining a safe and welcoming environment for all students that is free from harassment and discrimination. The District will send the notices directly to parents, students, and staff via letter mail and electronic mail and publish it on the District's website homepage, social media pages, in the Central Office, and the Student Code of Conduct. The District will make the notices accessible to students and families with disabilities or limited English proficiency.

29. The notice will describe the District's duty to promptly and appropriately investigate and resolve any complaints of discrimination, including harassment on the basis of race, and will require staff and encourage students and parents who believe a student was subjected to racial harassment or other racial discrimination to file a complaint or report it to the District Coordinator. The notice will inform students, parents, and staff that:

- a. the District has a dedicated department to receive, investigate, and resolve complaints of student-on-student and staff-on-student racial harassment or other racial discrimination, and to address any hostile environment related to or arising from such harassment;
- b. the District's complaint form and central reporting system allow students, parents, and staff to submit complaints and school and District leaders to track complaints of harassment or other racial discrimination;

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<sup>2</sup>An initial increase in the number of complaints received does not necessarily indicate that efforts have been ineffective. Expanding access to filing complaints often results in increased reporting.

- c. the District will conduct a prompt and thorough investigation into any complaints of racial harassment, discrimination, or retaliation;
- d. the District has created an appeal process;
- e. starting in the 2022-2023 school year, and then each semester, the District will host multiple outreach events at schools across the District to explain the new policies, procedures, and supports to students and families (*see* Paragraph 32.a.); and

30. This Agreement and the Agreement Summary will be posted on the District website. The District will submit the draft notice to the United States for review and approval at least 30 days before publishing. The United States will approve or provide any edits or comments within 21 days of receipt.

## **V. CULTURE, CLIMATE, AND COMMUNITY ENGAGEMENT**

31. The Director of OEO and the Consultant will develop a plan to engage students, parents, and community members in the District's efforts to create discrimination- and harassment-free learning environments for all (Engagement Plan). The District will solicit input from diverse groups of students when developing the Engagement Plan and include opportunities for students to take leadership roles in activities or events.

32. The Engagement Plan will require the District to inform students, parents, and community members about its efforts to address racial harassment and other racial discrimination. To that end:

- a. Each Elementary and Secondary School Director along with the Director of OEO and the District Coordinators will host outreach events and assemblies on the District's harassment and discrimination policies. The sessions will cover, at a minimum: how to report harassment; how to report concerns regarding discipline and referrals to law enforcement; what to expect during an investigation; potential consequences and remedies; how to start a student group; the differences between bullying and racial harassment; and other information on student and parent rights (e.g., presenting evidence, due process, and appeals).
- b. The District's existing Equity Committee, which will be part of OEO, will continue to meet on a regular basis, and at each meeting the Director of OEO, or a designee, will summarize the District's handling of discrimination and harassment complaints, analysis of discrimination in the administration of discipline, and any requests to form student groups.
- c. Within 20 days after producing the annual October 1 report to the United States, the District will publish the information in Sections A-2(a)-(b), A-3(b), and A-5(a) of Appendix A annually on its website, redacting any personally identifiable information, race/ethnicity identifications, or other protected information.

33. The District will submit the proposed Engagement Plan to the United States for review and comment by July 1, 2022, for the 2022-2023 school year and 14 days before the first day of school each subsequent year.

34. By May 27, 2022, the District, in collaboration with the Consultant, will send to the United States for approval a plan to improve school culture and climate (School Culture and Climate Improvement Plan). The plan will include an assessment of: the current school climate; the prevalence of racial harassment, discriminatory discipline including referrals to law enforcement, and other discrimination; and the impact of any such discrimination on students and the overall school environment. At a minimum, the District's plan will identify steps to further the following goals, staff who will help further the goals, and any additional resources needed to:

- a. Address racial harassment and the discriminatory administration of discipline;
- b. Develop clear procedures for how students can apply to start student organizations, including rules for organizations;
- c. Provide specialized counseling to students who have experienced trauma from racial harassment and hostile environments; and
- d. Consider ways to increase representation of diverse students and staff in District materials, groups, programs, initiatives, and activities.

35. Each year, the District will work with the Consultant to provide age-appropriate bullying and harassment intervention programming to all District students that covers the type of conduct prohibited by District policy and the processes for notifying school staff of incidents of harassment.

36. The District will work with the Consultant to develop and administer two annual surveys. These surveys will assess the prevalence and effects of racial harassment and other racial discrimination, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken pursuant to this Agreement. The District will administer one to students, and the second to parents of District students. The District will make both surveys accessible to students and families with disabilities or limited English proficiency. The surveys may be completed anonymously.

37. Starting in the 2022-2023 school year and for each school year throughout the term of this Agreement, the District will administer the student and parent surveys prior to November 1. The District will submit draft surveys to the United States for review and additional input at least 45 days prior to their administration. The Director of OEO and District Coordinators will analyze the results of the surveys and incorporate this analysis into the District's annual Effectiveness Assessment Report, described in Paragraph 26. If either the District, the United States, or the Consultant determine that training is needed on how to analyze survey results, the District will provide such training to relevant staff.

38. Starting in the 2022-2023 school year, the Director of OEO and the Consultant will convene secondary school student focus groups for at least 13 secondary schools (or half of the District's secondary schools) each year in October and April. The District will work with the Consultant to develop the focus group questions and will submit the draft questions to the United States for review and comment at least 60 days prior to their administration. The Director of OEO and District Coordinators will analyze the focus group results and incorporate this analysis into the District's annual Effectiveness Assessment Report.



39. Each year, the Consultant will present the results from the student and parent surveys and student focus groups and recommended next steps to the School Board. The School Board will make every effort to implement all of the recommendations.

## **VI. POLICIES AND PROCEDURES**

40. In partnership with the District, the Consultant will review and assess all District- and school-level policies, practices, and procedures related to racial harassment and other race-based discrimination, including student discipline, and all related materials (e.g., student and staff handbooks, student codes of conduct, ethical standards for staff, staff discipline policies).

41. By March 25, 2022, the Consultant will provide the District with a Report and Recommendations to ensure that District policies and practices are consistent with this Agreement and Federal law to prevent, investigate, and respond to racial harassment and other racial discrimination (Consultant Policy and Procedure Report and Recommendations). The Report and Recommendations will include recommended changes to school- and District-level policies and procedures and will identify what resources the District needs to allocate to fully implement the changes.

42. Within 7 days of receiving the Consultant Policy and Procedure Report and Recommendations, the District will submit the report to the United States for review and comment.

43. By April 29, 2022, and before submitting to the School Board, the District will submit to the United States its proposed revisions to District- and school-level policies and procedures with a detailed explanation of how OEO and other departments and programs will implement the policies and procedures (District Policy Revisions). The District Policy Revisions will include the District's proposed policies to address: (a) racial harassment; (b) discriminatory administration of school discipline; and (c) discriminatory access to student groups. The District Policy Revisions will cover these topics and the specific requirements for each topic described in the Policy Addendum. The United States will provide comments within 45 days.

## **VII. TRAINING AND PROFESSIONAL DEVELOPMENT**

44. The District will work with the Consultant to review, revise, and implement trainings on preventing and addressing racial harassment and discriminatory discipline practices, consistent with best practices and the terms in this Agreement. The District will work with the Consultant to develop an annual training program for all staff who interact with students (Professional Development Program). The District and Consultant will determine which trainings are required for specific staff and the format and timing for each training. Each staff member should complete all trainings identified as mandatory by the Consultant by August 20, 2022, for the first year of the Agreement and by June 1 for subsequent years. The District will ensure that any staff who miss a required training, including new hires, will receive the training in a timely manner. The District will annually reevaluate its Professional Development Program based on review of feedback from participants, its Consultant, and the United States, and relevant data in Appendices A and B.

45. The Professional Development Program will include a series of instructor-led trainings and smaller school- or department-level workshops to teach staff how to identify, report, and respond to racial harassment and foster a safe and nondiscriminatory educational environment. All trainings will be led by qualified instructors and will cover the topics in the Policy Addendum, at a minimum.

46. By March 31, 2022, the District will send the Professional Development Program to the United States for approval. The Program will include a description of how the District will develop trainings and materials to cover topics in the Policy Addendum. The United States will provide any feedback, edits, or comments on the Professional Development Program within 45 days.

47. By June 1, 2022, the District and Consultant will develop and send to the United States the “Priority School and Priority Staff Assistance and Training Program” including all outlines and materials for targeted trainings and assistance for staff and schools where data indicates that particularized training and support are required on administering discipline in a nondiscriminatory manner. The District will identify “Priority Staff” and “Priority Schools” under the guidelines in the Policy Addendum. The trainings, which will begin in the 2022-2023 school year, will be tailored to focus on the specific areas of need as identified by the Director of OEO and Consultant.

### **VIII. MONITORING AND REPORTING**

48. For the duration of this Agreement, the District will submit to the United States bi-annual reports in electronic format detailing its efforts to comply with this Agreement. The District will, for the duration of this Agreement, preserve and maintain all records and documents, including all electronically stored information used to compile the annual report, and all other documents relevant to its compliance with this Agreement.

- a. By October 1 each year, the District will provide the information contained in Appendix A for the current school year.
- b. By July 1 each year, the District will provide the information contained in Appendix B for the school year that just ended.

49. The United States may request other information and documents reasonably related to the monitoring of this Agreement and the District’s compliance with this Agreement and Federal law. The District will respond to all requests within 30 days unless otherwise agreed upon by the Parties.

50. The United States will inform the District in writing of any concerns regarding the District’s compliance with this Agreement or relevant Federal law. The Parties will act in good faith to resolve any issues or concerns. The District understands and acknowledges that, in the event of a material breach by the District of this Agreement that cannot be resolved through good faith negotiations, the United States may initiate judicial proceedings under Title IV and the terms and obligations of the District under this Agreement. This Agreement does not relieve the District from its other obligations under other Federal laws. The United States retains the right to investigate and, where appropriate, initiate enforcement proceedings concerning any future alleged violations of Federal law by the District.

51. For the purposes of monitoring this Agreement, the United States, through its representatives and any consultant or expert it may retain, has the right to: conduct site visits; interview staff and students (with parent permission); observe trainings, workshops, and student focus groups; review and inspect the central reporting system; and request additional information or data as necessary for the United States to determine whether the District has fulfilled the terms of this Agreement. The United States may speak directly, without District counsel, with District Consultant and staff members who are not administrators and who have questions, concerns, or

other information to share with the United States regarding the District's obligations under this Agreement and Federal law. The District will not retaliate against staff, parents, or students, who participate in the United States' investigation, monitoring, and enforcement of this Agreement.

52. The District Coordinators will create quarterly reports for the meetings with the Director of OEO and Assistant Superintendent (*see* Paragraph 25) describing the school- and District-level compliance progress with the terms of Agreement and areas in need of improvement. The quarterly reports will also include: a summary of the racial harassment complaints received and the District's response (flagging the complaints that may need additional support or resources); an analysis of discipline data, including an assessment of discrimination in the administration of discipline; requests by students of color to form student groups and schools' responses; and any other barriers to students of color accessing District services and programs. The District will forward all reports to the United States within 7 days of receipt.

53. By July 1, 2023, and on July 1 each year thereafter, the Director of OEO, District Coordinators, and Consultant, will conduct a multi-year review of the District's progress in responding to complaints of racial harassment and addressing discriminatory disciplinary practices, including analysis of the Effectiveness Assessment Reports (*see* Paragraph 26) from the previous school years and other analysis as determined by the United States, to evaluate the effectiveness of its efforts towards meeting the terms of this Agreement (Longitudinal Effectiveness Assessment Report). The Parties will meet to discuss the results of this review and any concerns.

54. The Parties agree that all Appendices and Addendums are enforceable parts of this Agreement.

55. If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of any other part of the Agreement. The District and United States will meet within 15 days of such decision to negotiate in good faith whether the Agreement should be revised or supplemented in response to the court's decision.

56. This Agreement will remain in effect until the United States determines that the District has complied fully with its provisions and its obligations under the Equal Protection Clause. The Parties anticipate that the District will achieve compliance after it submits its annual report in July 2025. The United States will notify the District of any compliance-based objection within 90 days of receiving the July 2025 report and the District will make a good faith effort to address those objections within a reasonable period of time and will negotiate modifications of the Agreement to address objections that cannot be resolved within 60 days. At any point during the term of the Agreement, the Parties may, upon mutual written agreement, extend or amend this Agreement.



### **POLICY ADDENDUM**

57. As described in Paragraph 43, by April 29, 2022, the District will submit to the United States its proposed revisions to District- and school-level policies and procedures (District Policy Revisions) to appropriately address (a) racial harassment; (b) discriminatory administration of school discipline; and (c) discriminatory access to student groups consistent with the terms of this Agreement and Federal law.

- a. To prevent, investigate, and address racial harassment, the District Policy Revisions will, at a minimum, include proposed policies on:
  1. Racial Harassment. The District will define racial harassment and a racially hostile environment and include examples of student-on-student and staff-on-student conduct that meets these definitions. The District will explain how such conduct impedes student access to services, programs, or activities in the educational program. The District will explain the difference between bullying as defined in the District's bullying policy and racial harassment, and clarify what is covered under each policy.
  2. Complaint Intake Process. The District will develop complaint intake procedures for students, parents, and staff to ensure that allegations of racial harassment are promptly and accurately reported through the central reporting system. The procedures will specify the multiple ways that individuals can report incidents of racial harassment (including, but not limited to, an oral or written report or complaint, through the central reporting system, or to staff) and the procedures staff will use to receive and document complaints. The District will describe how staff will enter complaints into the central reporting system.
  3. Staff Reporting Process. The District will require staff to report all incidents of alleged racial harassment, including incidents they witness or learn of from a student, parent, third party, or another staff member, regardless of whether the staff member witnessed the incident. District policy will ensure the complaints are promptly, appropriately, and effectively investigated and resolved. The District will describe its procedures for reporting oral complaints (where the reporting individual describes the incident, but does not submit a written complaint), anonymous complaints, and complaints from witnesses or third parties. The District will provide clear guidance on how to file a report when the student subjected to the harassment is unknown (e.g., graffiti or social media post) or the incident occurs off-campus but has a continuing effect on the school environment.
  4. Student Reporting Process. The District will develop a process so that students who experience, witness, or learn of potential harassment can report such incidents, using age-appropriate reporting methods, such as the central reporting system, verbal, and written complaints.
  5. Investigations of Student-on-Student Harassment. The District will develop procedures on how staff will investigate complaints of student-on-student racial harassment, including how to: communicate with affected parties using trauma-informed interviewing skills; gather information; interview witnesses; respond to off-campus conduct that has a continuing effect on District programs and activities; apply the

standard of evidence; make findings, retain records; and resolve complaints in a timely, appropriate, and effective manner.

6. Investigations of Staff-on-Student Harassment. The District will develop procedures on how the District will investigate complaints of staff-on-student racial harassment, including complaints submitted by students, parents, and community members through the central reporting system or to the District Coordinator. The procedures will address the role of Human Resources and the ACT disciplinary committee. The District will require staff to report incidents of alleged staff-on-student racial harassment in the central reporting system or by directly notifying the Director of Human Resources.
7. SRO or Law Enforcement Involvement. The District will include procedures that define the limited circumstances when it is appropriate for SROs or law enforcement officers to be involved in an investigation of racial harassment or other racial discrimination, how to minimize unnecessary interactions between students and SROs, and how the District will coordinate with SROs or law enforcement in any situations of alleged harassment or abuse by District employees.
8. Protection from Retaliation. The District will investigate and respond to incidents of retaliation for filing a complaint or participating in an investigation using the same process it uses for racial harassment. The District will make every effort to protect students and staff who experience retaliation in response to filing a complaint or participating in an investigation related to an incident of racial harassment.
9. Central Reporting System. The District will include a procedure for creating, managing, and monitoring the central, electronic reporting system.
10. Immediate Safety Measures. The District will develop procedures requiring the designated District or School Coordinator to determine within 2 days of receipt of a complaint the need for interim safety measures to protect the safety of the complainant, student subjected to the harassment (if not the complainant), or witnesses; put such measures in place as needed; and monitor their effectiveness.
11. Notice. The District will develop procedures to send all complainants, students subjected to harassment (if not the complainant), and staff or students alleged to have engaged in harassment notice of: the complaint; information regarding the investigation process, including the person's right to submit evidence and an estimated timeline; District findings (whether or not the alleged conduct occurred); the actions the District will or will not take in response; and their right to appeal. The District will send notices addressed to students to the student's parent in a language the parent understands.
12. Remedial and Disciplinary Measures. The District, in collaboration with the Consultant, will assess the District's remedial measures to determine if they are trauma-informed, victim-centered, research-based, and effective at preventing future harassment and creating a safe environment free from hostility and discrimination. The District and Consultant will work to develop new remedial measures aimed at improving the District's climate and culture and preventing incidents of racial harassment.

13. Monitoring. The District will create a process for monitoring the District's compliance with the District's non-discrimination policies and procedures, including ensuring that staff and students complete remedial measures instituted to remedy harassment or discrimination. District and School Coordinators will periodically review the District's response to complaints of racial harassment to ensure it was timely, appropriate, and effective.
  14. Appeal Process. The District will develop an appeal process for students and their parents to appeal the District's response to complaints of racial harassment. All appeals will be forwarded to the Director of OEO and the Superintendent. The District will notify students and their parents of the right to appeal and provide an opportunity to be heard, including to explain why the District's response was insufficient, ineffective, unfair, or did not address ongoing safety concerns.
  15. Appeal Board. The Director of OEO will appoint a panel of at least three individuals to hear appeals. Staff interested in serving on the Appeal Board must demonstrate their impartiality and commitment to creating and maintaining a safe and welcoming environment for all students that is free from harassment and discrimination. The Director of OEO will ensure all members of the Appeal Board receive additional training on how to conduct appeals in a thorough, impartial, and fair manner.
- b. To address and remedy the discriminatory administration of student discipline, the District Policy Revisions will, at a minimum, include proposed policies on:
1. District-wide Student Code of Conduct. The District, in consultation with the Consultant, will develop a District-wide Student Code of Conduct that: states that the District will not tolerate discrimination on the basis of race when enforcing the Student Code of Conduct including its law enforcement referrals; describes available alternatives to exclusionary discipline; explains that staff must use interventions and corrective practices before assigning exclusionary discipline unless a student's presence in school poses a threat to safety; provides for appropriate due process, including for students with disabilities; and outlines classroom management and student discipline strategies, including the circumstances in which it is appropriate to request the involvement of an SRO or other law enforcement.
  2. Data Review. The District will require staff to periodically review its discipline data and referrals to law enforcement to identify whether students of color are disciplined at disproportionate rates to or more harshly than their white peers for similar conduct. The District will describe: who will conduct the review for each school and at the District-level; the methodology including what data will be collected and reviewed at each school (e.g., name of referring teacher, race/ethnicity of referring teacher); and how to identify similarly situated students. The school-level review will be monthly and the District-level review will be quarterly.
  3. School-level Review. As part of a monthly review, each school will analyze classroom, grade, and school-level discipline data to ensure students of color are not disciplined more harshly than their similarly situated white peers; develop and implement plans to address any identified concerns; and coordinate professional development to remedy discriminatory practices and implement positive behavioral

supports. Schools may recommend staff members to the Priority Staff Training Program described below.

4. District-level Review and Identification of Priority Staff and Schools. By June 1, 2022, the District, with the assistance of its Consultant, will determine the criteria by which the District will identify staff members and schools that discipline students of color more harshly than their similarly situated white peers, including with referrals to law enforcement, and enroll those staff members and schools in the Priority Staff and School Assistance and Training Programs described below. The District will also, as appropriate, identify other staff and schools and enroll them in these programs. Staff and school training referrals will occur at least once each semester and the assigned training must be completed by the end of the school year.
5. Review of SRO and Law Enforcement Involvement. On a quarterly basis, the District will review incidents in which an SRO or local law enforcement officer was asked to respond or did respond to school-based incidents and determine whether the involvement of law enforcement was appropriate based on Federal and state law requirements and the Student Code of Conduct, and whether the situation was handled in a manner consistent with District policy. If the Director of OEO determines that the situation was not handled in accordance with such policy, the District will take appropriate remedial measures, which may include expunging the student's disciplinary records, providing the student with compensatory school work for the time missed from school, evaluating the placement of the SRO (if applicable), or conferring with or providing coaching or support for District or law enforcement personnel.
6. Protecting Students Subjected to Racial Harassment. When a student complains that racial harassment preceded or instigated a disciplinary incident, the District will consider the totality of the circumstances when considering appropriate disciplinary outcomes, including the impact that the alleged racial harassment or a racially hostile environment may have had on the student subjected to the harassment. The District will respond to all allegations of racial harassment, including when the District becomes aware of harassment due to another disciplinary incident.
7. "Priority School" and "Priority Staff" Assistance and Training Program. By June 1, 2022, the Consultant, in coordination with the District, will develop a technical assistance and training program for schools and staff identified by the District. The training program will begin in the 2022-2023 school year and require, at a minimum, 12 hours of training developed by the Director of OEO and the Consultant on non-discrimination in student discipline, implicit bias, and techniques for implementing culturally responsive, non-exclusionary disciplinary interventions. The training will also require at least three one-on-one, 60-minute coaching sessions by the Consultant for Priority Staff or the building leader(s) at Priority Schools.
8. Appeal. The District will establish a clear and consistent process for students and parents to appeal a school discipline decision. The appeal process will include, at a minimum, a hearing officer, written notice of a right to appeal, and a hearing.
9. Developing Positive Behavior Supports. The District will develop clear, concrete, and accessible strategies for classroom management and student discipline, including de-


escalation, conflict resolution, and positive behavioral strategies to improve classroom culture and climate.

c. To address and remedy discriminatory access to student groups, the District Policy Revisions will, at a minimum, include proposed policies on:

1. Request and Review Procedure. The District will establish a clear and consistent process whereby students and parents may request to form student groups. The District will inform students and parents to submit requests in writing to principals, who will review all requests within 30 days. If an administrator denies a request or modifies the request, they will state the basis for the denial or alteration in writing. Students and parents may appeal a denial to the OEO.
2. Accountability. Administrators who deny or modify a student or parent request to form a student group will forward the original written request and any supporting documentation to the Director of OEO. The Director of OEO, or a designee, will review each to ensure that the reason was appropriate and consistent with this Agreement and Federal law. If the Director of OEO determines that a denial or alteration was inappropriate or unsupported, the District will grant the request and provide the administrator with additional training.

**For the Davis School District:**

  
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JOHN ROBISON, Board of Education  
President

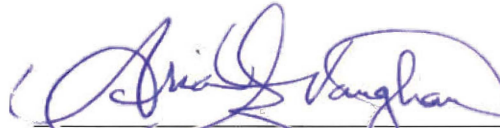
  
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REID NEWAY, Superintendent

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(801) 402-5261

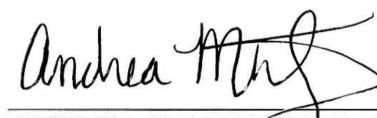
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Date: 10/20/21



**APPENDIX A: OCTOBER 1 REPORT**

The District will produce the following information to the United States by October 1 each year of the Agreement. The District should upload all documents and data to the United States' electronic file sharing system (Justice Enterprise Filing System or JEFS). Data should be provided in a sortable, searchable electronic format (e.g., Microsoft Excel spreadsheet or Access database). Unless otherwise noted, the data and documents should be from the current school year. The District may include additional information or documents for the United States' review.

A-1. Student Information	(a) A master list of all students including each student's name, student ID, race/ethnicity, grade, and school.
A-2. Policies and Procedures	(a) All new or amended policies and procedures related to this Agreement not already produced to the United States, including amendments to student policies.
	(b) Procedures developed by the District to determine which student-on-student complaints should be investigated by a District Coordinator or School Coordinator ( <i>see</i> Policy Addendum).
A-3. Staffing and Professional Development	(a) A list of all staff including each staff member's name, race/ethnicity, title, and assigned school(s) or site(s).
	(b) Names and race/ethnicity of the following staff members: (i) Director of the Office of Equal Opportunity; (ii) District Equal Opportunity Coordinators (District Coordinators); (iii) School Equal Opportunity Coordinators (School Coordinators) and their assigned schools; (iv) All staff in the Office of Equal Opportunity including a description of duties and whether staff review or oversee the central reporting system; and (v) Designated Assistant Superintendent described in Paragraph 25 of the Agreement.
	(c) Dates of materials from all relevant summer or fall orientation trainings including the topics covered, target audience, materials, handouts, PowerPoint presentation, and a list of staff who were required to, but did not attend the trainings.
A-4. Programs and Outreach	(a) Notices described in Paragraphs 27-30 and a list of and links to where the notices were posted or distributed.
	(b) Dates, locations, number of attendees, and topics discussed at the student and parent information sessions described in Paragraph 32.a.
	(c) Description of any District programs or initiatives intended to fulfill any terms of the Agreement.
A-5. Third-Party Consultant	(a) List of approved third-party Consultants, the executed Memorandum of Understanding, and a description of the specific responsibilities for which each Consultant is responsible, including references to the applicable paragraphs in this Agreement.
	(b) Potential needs for additional third-party Consultants and anticipated hiring schedule.

**APPENDIX B: JULY 1 REPORT**

The District will produce the following information to the United States by July 1 each year of the Agreement. The District should upload all documents and data to the United States' electronic file sharing system (Justice Enterprise Filing System or JEFS). Data should be provided in a sortable, searchable electronic format (e.g., Microsoft Excel spreadsheet or Access database). Unless otherwise noted, the data and documents should be from the school year that just ended. The District may include additional information or documents for the United States' review.

B-1. Students & Student Groups	(a) A master list of all students including each student's name, student ID, race/ethnicity, grade, and school.
	(b) All requests to form student groups; whether the request was approved, denied, or approved with modifications; the reason for the decision; and a description of the OEO's <sup>3</sup> involvement.
	(c) Materials from all age-appropriate bullying and harassment intervention programs held in the past school year including: topics covered; names, race/ethnicity, and positions of facilitator(s); schools and grades served; handouts; PowerPoint presentations; and feedback forms (if any).
B-2. Central Reporting System	(a) All complaints of racial harassment or other racial discrimination in the central reporting system along with all supporting documentation for the entire school year, including the District's response.
	(b) A summary of the barriers identified by the District Coordinators to using the central reporting system (e.g., language barriers, internet access, technical difficulties, reluctance to submit forms online) and the steps taken to increase access to the system especially among underrepresented minority groups.
B-3. Staffing and Professional Development	(a) A list of all staff including each staff member's name, race/ethnicity, title, and assigned school(s) or site(s).
	(b) All materials related to staff referrals to the Department of Human Resources or ACT disciplinary committee for complaints of racial harassment or other racial discrimination, including the District's determination.
	(c) Materials from all relevant trainings held in the past school year and not included in the October report including the topics covered, target audience, handouts, PowerPoint presentations, list of individuals who did not attend, and feedback forms.
	(d) Materials from all relevant trainings for the upcoming school year including topics covered, target audience, handouts, PowerPoint presentations, and presenter(s).

<sup>3</sup> For the 2021-2022 school year, the District should provide information about the OEO Committee and District Equity/OCR Compliance Officer's activities in lieu of the OEO and Director of OEO's activities.



	(e) For the upcoming school year: designations of (i) Priority Schools and (ii) Priority Staff.
B-4. OEO Meetings	<p>Agendas, notes, and materials from the following meetings:</p> <p>(i) Director of the Office of Equal Opportunity (OEO), District Equal Opportunity Coordinators, Consultant, and the Elementary and Secondary School Directors described in Paragraph 24 including the date, attendees, and action items (if any) for each meeting;</p> <p>(ii) Director of OEO, District Equal Opportunity Coordinators, Consultant, Director of Human Resources described in Paragraph 24 including the date, attendees, and action items (if any) for each meeting; and</p> <p>(iii) Director of OEO, District Coordinators, and the designated Assistant Superintendent described in Paragraph 25 including the date, action items (if any), and required reporting for each meeting.</p>
B-5. Student Discipline	(a) Disaggregated discipline data by name, student ID, race/ethnicity, grade, school, incident type, description of incident, date of incident, disciplinary outcome, the outcome's length of time, referring staff, and disciplining staff.
	(b) All discipline appeals or petitions with list of Appeal Board members and the District's decision.
B-6. Law Enforcement and SROs	(a) List of referrals to law enforcement by name, student ID, race/ethnicity, grade, school, incident type, description of incident, date of incident, disciplinary outcome, the outcome's length of time, referring staff, and explanation by referring staff explaining why law enforcement involvement was necessary.
	(b) List of investigations of complaints of racial harassment or other racial discrimination where an SRO was involved by name of SRO, race/ethnicity of SRO; name of complainant; name of student(s) subjected to the harassment or other discrimination; date(s) of incident; date of report; school; grade; description of incident; how the SRO became involved (if responding to a call, the name of the person who called the SRO); summary of SRO involvement; and outcome of the incident, including whether the student was referred to school administration, referred to law enforcement, or arrested.
B-7. Monitoring and Program Evaluation	(a) Based on District review of staff compliance and staff feedback from the past school year, a summary of additional training and support needs for the next school year.
	(b) Detailed results and findings from the student and parent surveys and student focus groups, recommended next steps to the School Board, and the School Board's plan to implement the recommendations.
	(c) All Consultant reports or findings not already produced.

**APPENDIX C: DUTIES OF DISTRICT EQUAL OPPORTUNITY COORDINATORS AND  
SCHOOL EQUAL OPPORTUNITY COORDINATORS**

	<b>District Coordinators</b>	<b>School Coordinators</b>
<b>General (Par. 13, 15)</b>	<ul style="list-style-type: none"> <li>- At least 3 District Coordinators</li> <li>- Based in OEO</li> <li>- Full-time position (1.0 FTE)</li> </ul>	<ul style="list-style-type: none"> <li>- At least 30 School Coordinators</li> <li>- Based in local schools and in addition to general job duties</li> <li>- Receive annual stipend from the District</li> <li>- Serve for at least two years</li> </ul>
<b>Student-on-student complaints (Par. 14-15)</b>	<p><i>The District will develop procedures to determine which student-on-student complaints should be investigated by a District Coordinator or a School Coordinator.</i></p>	
	<p>District Coordinators will investigate student-on-student complaints of racial harassment and other racial discrimination, including the discriminatory administration of discipline involving, at a minimum:</p> <ul style="list-style-type: none"> <li>- Recurring student subjected to the racial harassment or other discrimination;</li> <li>- Recurring student alleged to have engaged in harassment;</li> <li>- Complaints of physical harm;</li> <li>- Threat of physical harm; and</li> <li>- Allegations of non-harassment forms of discrimination against the School Coordinator, the Principal, Assistant Principal, Administrative Intern, or another District Coordinator</li> </ul>	<p>School Coordinators will investigate and respond to all complaints of student-on-student racial harassment and other racial discrimination, including the discriminatory administration of discipline, not elevated to the District Coordinators</p> <ul style="list-style-type: none"> <li>- Each Elementary School Coordinator will be responsible for no more than 4 elementary schools</li> <li>- Each Secondary School Coordinator will be responsible for no more than 3 junior high or 2 high schools</li> </ul>
<b>Staff-on-student complaints (Par. 14)</b>	District Coordinators and the Director of OEO will collaborate with the Department of Human Resources and the ACT disciplinary committee to ensure the District follows the proper procedures, including recording information in the central reporting system	School Coordinators will not be involved in investigations of staff-on-student complaints
<b>Responding to Complaints (Par. 20, 22, 57.a.10)</b>	<p>Within 2 days of receipt of a complaint, if primary investigator, will, at minimum, determine if interim safety measures are necessary and put them in place</p> <p>Within 10 days of receipt of a complaint, if primary investigator, will, at minimum:</p> <ul style="list-style-type: none"> <li>- Enter a detailed summary of actions taken in response to the complaint</li> <li>- Receive automated copies of every complaint filed in the central reporting/case management system; and</li> <li>- Oversee all complaints filed in the system and coordinate with other compliance officers on complaints that allege harassment or discrimination based on race and another protected class</li> </ul>	<p>Within 2 days of receipt of a complaint, if primary investigator, will, at minimum, determine if interim safety measures are necessary and put them in place</p> <p>Within 10 days of receipt of a complaint, will, at minimum, enter a detailed summary of actions taken in response to the complaint</p>

<b>District meetings (Par. 24-25)</b>	<p>Meet monthly during Year 1 and quarterly thereafter with the Director of OEO, Consultant, and the Elementary and Secondary School Directors and Director of Human Resources (separately) to discuss topics outlined in Par. 24</p> <p>Meet monthly during Year 1 and quarterly thereafter with the OEO Director and Assistant Superintendent to assess District progress with implementing terms of Agreement</p>	
<b>Culture, Climate, &amp; Community Engagement (Par. 32.a, 37-38)</b>	<p>Assist the Elementary and Secondary School Directors with hosting parent and community outreach events</p> <p>Analyze the results of the annual surveys with the Director of OEO and incorporate analysis into the annual Effectiveness Assessment Report</p> <p>Analyze results of focus group findings with Director of OEO and incorporate analysis into the annual Effectiveness Assessment Report</p>	
<b>Monitoring &amp; Reporting (Par. 48-49, 52-53, 57.a.13)</b>	<p><u>General monitoring duties:</u></p> <ul style="list-style-type: none"> <li>- Monitor compliance with the Agreement</li> <li>- Coordinate the District's submission of reports to the United States, including responses to requests for information, interview requests, and scheduling onsite visits</li> <li>- Assist with hiring necessary Consultants and training facilitators</li> <li>- Oversee the District's implementation of specific terms of this Agreement</li> </ul> <p><u>Specific monitoring duties:</u></p> <ul style="list-style-type: none"> <li>- Create quarterly reports for the meetings with the Director of OEO and Assistant Superintendent</li> <li>- Regularly assess the complaint portal to ensure there are no barriers to using the system (e.g., language and accessibility barriers, internet access, technical difficulties, privacy and retaliation concerns, or distrust or other reluctance to submit forms online) and propose ways to increase access</li> <li>- Review disciplinary practices to reduce discriminatory practices and promote equitable implementation</li> <li>- Work with Director of OEO and Consultant to create the Longitudinal Effectiveness Assessment Report starting in July 2023</li> </ul>	<p>Monitor the effectiveness of assigned schools' response to harassment complaints and recommend additional remedies where a response is ineffective</p>